

Lewis Roca Rothgerber Christie LLP

201 East Washington Street, Suite 1200
 Phoenix, AZ 85004-2595
 Telephone: 602.262.5311

Ryan D. Pont (State Bar No. 033391)
 Direct Dial: 602.262.5313
 Direct Fax: 602.734.3769
 Email: rpont@lewisroca.com

Kyle W. Kellar (*Pro hac vice*)
 Direct Dial: 626.683.4590
 Direct Fax: 626.577.8800
 Email: kkellar@lewisroca.com

Attorneys for Plaintiff

UNITED STATES DISTRICT COURT
 DISTRICT OF ARIZONA

Wavve Americas, Inc., a Delaware
 corporation,

Plaintiff,

vs.

Tumi Max, an individual,

Defendant.

Case No. 2:23-cv-01819-MTL

**PLAINTIFF'S MOTION FOR
 LEAVE TO FILE UNDER SEAL
 EXHIBITS C–H TO DECLARATION
 OF KYLE W. KELLAR**

In accordance with L.R. Civ. 5.6, Plaintiff wavve Americas, Inc. (“wA” or “Plaintiff”), by and through undersigned counsel, respectfully requests that this Court enter an Order in the form attached hereto to authorize Plaintiff to file under seal unredacted Exhibits C–H to the Declaration of Kyle W. Kellar in Support of Plaintiff’s Motion for Entry of Default Judgment Against Defendant Tumi Max (the “Exhibits”). Each of the Exhibits is either a copy of the relevant portions of the original Korean-language supplier agreement between Plaintiff and one of KBS, MBC, and SBS or is an English-language translation thereof. Plaintiff has filed redacted versions of the Exhibits on this same date.

Although the Ninth Circuit recognizes a strong presumption favoring public access to court records, this “right of access, however, is not absolute and can be overridden given sufficiently compelling reasons for doing so.” *Foltz v. State Farm Mut. Auto. Ins. Co.*, 331 F.3d 1122, 1135 (9th Cir. 2003). While the moving party must meet the “compelling reasons” standard, “[w]hat constitutes a compelling reason is best left to the sound

1 discretion of the trial court.” *Auto Safety v. Chrysler Grp., LLC*, 809 F.3d 1092, 1096–97
 2 (9th Cir. 2016) (citing *Nixon v. Warner Commc'ns, Inc.*, 435 U.S. 589, 599 (1978))
 3 (international quotation marks omitted).

4 The Exhibits submitted herewith are contracts entered into between Plaintiff and
 5 one of third-party KBS, MBC, and SBS and corroborate Plaintiff’s *uncontested and*
 6 *undisputed* claim of exclusive rights to the United States distribution of certain
 7 copyrighted Works owned by KBS, MBC, or SBS. Plaintiff, in entering into these
 8 agreements, agreed to a confidentiality provision as to agreement itself and which only
 9 permits Plaintiff to publicly disclose contract details necessary to allow Plaintiff to
 10 enforce its rights under the agreement, which Plaintiff is doing here. The redactions do
 11 not obscure the basis for including the Exhibits and do not require filing of the related
 12 Motion under seal. Rather, these redactions are narrowly tailored to exclude confidential
 13 business information existing between Plaintiff and its suppliers not directly related to
 14 Plaintiff’s claims in this litigation.

15 Based on the foregoing, Plaintiff respectfully requests that the Court grant
 16 Plaintiff’s Motion to Seal and allow Plaintiff to file unredacted versions of the Exhibits
 17 under seal.

18
 19 Dated: November 8, 2023

20 Respectfully submitted,

21 LEWIS ROCA ROTHGERBER
 22 CHRISTIE LLP

23 By: /s/ Ryan D. Pont

24 Kyle W. Kellar
 25 Ryan D. Pont

26 *Attorneys for Plaintiff wavve Americas, Inc.*
 27
 28